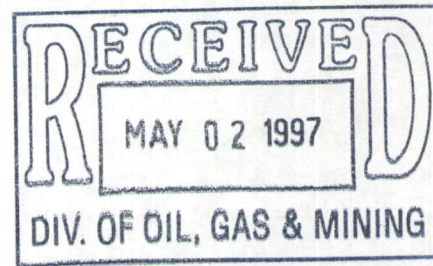




3950 South 700 East, Suite 301
Salt Lake City, Utah 84107
Telephone: (801) 262-3942
Facsimile: (801) 264-6874
Writer's Direct Line: (801) 264-6895



May 2, 1997

Mr. D. Wayne Hedberg, Permit Supervisor
Utah Division of Oil, Gas, and Mining
1594 West North Temple, Suite 1210
P.O. Box 145801
Salt Lake City, UT 84114-5801

Re: Reclamation Contract for Cricket Mountain Expansion

Dear Mr. Hedberg,

Please find enclosed the original and one copy of Form MR-RC (Reclamation Contract) for the Cricket Mountain Expansion project. Please return the signed copy (bearing original signatures by the Chairman of the Board and Division Director) to Continental Lime.

Note that the new surety bond being posted covers both existing disturbance and the proposed project disturbance (total bond amount - \$1,292,400).

If you have any questions regarding this submittal, please feel free to give me a call at the number listed above.

Very truly yours,

Tony C. Panchyshyn
Environmental Engineer

Attachments

ACP/fis

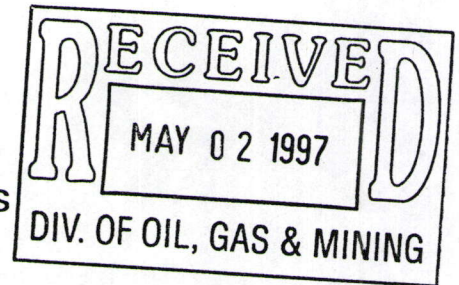
cc: Glen Bryant/Sandy Wise - CLI (w/o Attachments)
Mike Brown - CLI (w/Attachments)
Wayne Wagner - CLI (w/Attachments)
Joe Brokke - CLI (w/Attachments)
Steve Herron - SRK (w/Attachments)

File: CM - Quarry
c:\usplants\cricket\landuse\2002.doc

File Number M/027/006

Effective Date Jan 5, 1997

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
PO Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

M/027/006
Limestone and Dolomite

"MINE LOCATION":
(Name of Mine)
(Description)

The Cricket Mountain Project
is located in West-Central
Utah, approximately 32 miles
southeast of Delta in Millard
County

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

457.7 Acres 169.0 Existing
288.7 Expansion
(refer to Attachment "A")

"OPERATOR":
(Company or Name)
(Address)

Continental Lime Inc.
3950 South 700 East, Suite 301
Salt Lake City, Utah 84107
(801) 262-3942

(Phone)

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

John S. Kirkham

Stoel Rives LLP

201 South Main Street

Suite 1100

Salt Lake City, UT 84111-4904

(801) 578-6956

"OPERATOR'S OFFICER(S)":

William E. Dodge, Pres/CEO

Glen A. Bryant, VP/General Manager

Wayne J. Wagner, VP Finance, CFO

and Corporate Secretary

Gary A. Poole, Corporate Controller

and Assistant Secretary

Surety Bond

"SURETY":

(Form of Surety - Attachment B)

"SURETY COMPANY":

(Name, Policy or Acct. No.)

American Automobile Insurance

Company

"SURETY AMOUNT":

(Escalated Dollars)

\$1,292,400.00

[FACILITY
TOTAL]

(\$962,000 IS FOR THE
EXPANSION)

"ESCALATION YEAR":

2002

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Continental Lime Inc. the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/027/006 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated 1/1/81, and the original Reclamation Plan dated 1/1/81. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

Continental Lime Inc.
Operator Name


By: W. E. Dodge - President
Authorized Officer (Typed or Printed)


Authorized Officer's Signature

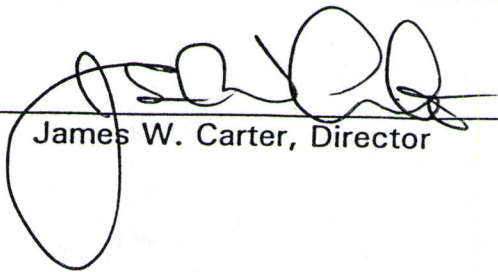
4/29/97
Date

SO AGREED this 6 day of June, 19 97

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY 
Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

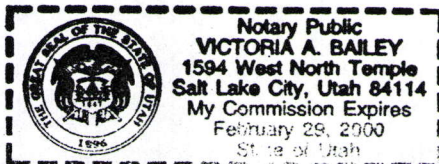
DIVISION OF OIL, GAS AND MINING:


By 
James W. Carter, Director

June 5, 1997
Date

STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

On the 5th day of JUNE, 19 97, personally appeared before me, who being duly sworn did say that he/~~she~~, the said JAMES W. CARTER is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.




Notary Public
Residing at: SALT LAKE CITY, UTAH

FEBRUARY 29, 2000
My Commission Expires:

OPERATOR:

Continental Lime Inc.
Operator Name

By W. E. Dodge - President
Corporate Officer - Position

4/29/97
Date

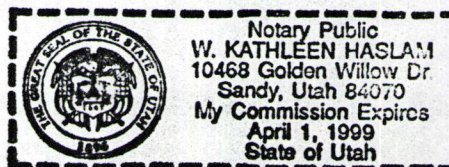
W. E. Dodge
Signature

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On the 29th day of April, 19 97, personally
appeared before me W. E. Dodge who
being by me duly sworn did say that he/she, the said W. E. Dodge
is the President of Continental Lime Inc.
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
W. E. Dodge duly acknowledged to me that said
company executed the same.

W. Kathleen Haslam
Notary Public
Residing at: Sandy, Utah

April 1, 1999
My Commission Expires:



ATTACHMENT "A"

<u>CONTINENTAL LIME INC</u>	<u>CRICKET MOUNTAIN QUARRY</u>
Operator	Mine Name
<u>M/027/006</u>	<u>MILLARD</u> County, Utah
Permit Number	

The legal description of lands to be disturbed is:

EXISTING AREA 169 Acres within:

Mining Claim "INA" No. 41	-	SE1/4, Section 25, T21S, R10W, SLBM
Mining Claim "INA" No. 42	-	" " " " "
Mining Claim "INA" No. 43	-	" " " " "
Mining Claim "INA" No. 45	-	" " " " "
Mining Claim "INA" No. 46	-	" " " " "
Mining Claim "INA" No. 47	-	" " " " "
Mining Claim "INA" No. 48	-	" " " " "
Mining Claim "INA" No. 36	-	SW1/4 Section 25, T21S, R10W, SLBM
Mining Claim "INA" No. 39	-	" " " " "
Mining Claim "INA" No. 40	-	" " " " "

State Lease ML-35572 - W1/2 NE1/4 NW1/4 Section 36, T21S, R10W, SLBM

The boundaries of the existing disturbed areas are shown on "Figure 4.0-2" dated September 23, 1993.

REVISION AREA 288.7 Acres within:

E1/2 Section 26; W1/2 and SE1/4 Section 25; NE1/4 NE1/4 Section 35;
NW1/4 NW1/4 Section 36; T21S, R10W

S1/2 Section 30, N1/2 Section 31, T21S, R9W

A more detailed description of the Revision Area can be found in
"Table A - Summary of Surface Disturbance by Land Status" dated 3/19/97

ATTACHMENT "A" - DISTURBED AREA

Table A - Summary Of Surface Disturbance By Land Status
Cricket Mountain Expansion

Facility	Location	Surface Disturbance (acre)				
		BLM	Private	State	Total ¹	Seeded ²
BB Dolomite Area						
Haul Roads	S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 30, NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 31, T21S, R9W	5.8	0	0	5.8	5.8
BB Dolomite Quarry	S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 30, NE $\frac{1}{4}$ Sec 31, T21S, R9W	51.6	0	0	51.6	43.9
Undersize Material Stockpile	SW $\frac{1}{4}$ SE $\frac{1}{4}$ S $\frac{1}{2}$ Sec 30, NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 31, T21S, R9W	29.05	0	0	29.05	29.05
Screened Stone Stockpiles	SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 30, T21S, R9W	1.3	0	0	1.3	1.3
Crusher & Misc.	SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 30, T21S, R9W	2.4	0	0	2.4	2.4
Soil Stockpile	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 30, NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 31, T21S, R9W	3.9	0	0	3.9	3.9
Subtotal		94.1	0	0	94.1	86.4
West Quarry Area						
Haul Roads	Sec 25, E $\frac{1}{2}$ Sec 26, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 35, T21S, R10W	8.02	11.4	0	19.4	19.4
Flat Iron Quarry	W $\frac{1}{4}$ Sec 25, E $\frac{1}{2}$ Sec 26, T21S, R10W	42.0	21.1	0	63.1	53.6
North Lobe Quarry	W $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 25, E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 26, T21S, R10W	1.3	32.2	0	33.5	28.5
Potential North Lobe Expansion	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 26, T21S, R10W	0.9	1.4	0	2.3	N/A
Overburden Disposal Area #1	S $\frac{1}{2}$ NE $\frac{1}{4}$ Sec 26, T21S, R10W	19.6	6.9	0	26.5	23.3
Overburden Disposal Area #2	SW $\frac{1}{4}$ Sec 25, T21S, R10W	23.9	0	0	23.9	12.7
Overburden Disposal Area #3	S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 26, T21S, R10W	8.5	1.0	0	9.5	7.8
Overburden Disposal Area #4	SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 25, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 26, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 35, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 36, T21S, R10W	5.8	0	1.3	7.1	6.2
Soil Stockpile #1	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 25, T21S, R10W	2.8	0	0	2.8	2.8
Soil Stockpile #2	NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 25, T21S, R10W	2.4	0	0	2.4	2.4
Subtotal		115.2	74.0	1.3	190.5	156.7
Existing Poison Mountain Area						
Undersize Material Stockpile	SE $\frac{1}{4}$ Sec 25, T21S, R10W	4.1	0	0	4.1	4.1
Total New Disturbance, Cricket Mountain Project						
Total		213.4	74.0	1.3	288.7	247.2

Notes: 1 Surface areas used for disturbance are based on horizontal projections, whereas reclamation acreages and cost estimates are based on actual surface area including slopes.
2 CLI has committed to apply seed only to the angle of repose slopes of the waste rock dumps. A variance from revegetation standards has been requested for these areas.

**FIREMAN'S FUND
INSURANCE COMPANIES**

**SURETY BOND
INCREASE OR DECREASE PENALTY RIDER**

Premium \$ _____

Description of Bond Reclamation BondBond No.

Know all men by these presents that we, Continental Lime, Inc.
its Vice President and General Attorney-in-Fact, with full power and authority hereby do hereby
and American Automobile Insurance Company, Principal,
in favor of the State of Utah, Division of Oil, Gas and Mining & U.S. Dept. of Interior, Surety,
do hereby, jointly and severally, change the penal amount of this bond from Nine Hundred Seven Thousand Nine Hundred
Fifty-Five and No/100 - - - - - dollars (\$ 907,955.00) to
One Million Two Hundred Ninety-Two Thousand Four Hundred and No/100 - - - - - dollars (\$ 1,292,400.00),
effective from the 30th day of April, 19 97.

The continuity of coverage under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the said Principal and Surety shall not exceed the amount of liability assumed at the time the act and/or acts of default were committed and in no event shall such liability exceed the larger of the above mentioned sums.

Signed and sealed this 30th day of April, 19 97

ACCEPTED:

The above is hereby agreed to and accepted:
UTAH DIVISION OF OIL, GAS AND MINING,
U. S. DEPT. OF INTERIOR, BUREAU OF LAND
OBLIGEE MANAGEMENT

By: _____ TITLE _____

Attest: _____ TITLE _____

CONTINENTAL LIME, INC.

By: VICE PRESIDENT TITLE _____

AMERICAN AUTOMOBILE INSURANCE COMPANY

By: Shirley Rivera SURETY
Shirley Rivera. ATTORNEY IN FACT

360717-4-78

GENERAL
POWER OF
ATTORNEY

AMERICAN AUTOMOBILE INSURANCE CC ANY

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN AUTOMOBILE INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Missouri, and having its principal office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

---SHIRLEY RIVERA---

DENVER, COLORADO

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of AMERICAN AUTOMOBILE INSURANCE COMPANY now in full force and effect.

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held on the 16th day of September, 1966, and said Resolution has not been amended or repealed:

RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation.

IN WITNESS WHEREOF, AMERICAN AUTOMOBILE INSURANCE COMPANY has caused these presents to be signed by its Vice-President.

and its corporate seal to be hereunto affixed this 6th day of November, 1979



STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO

By William W. Lauber
Vice-President

ss.

On this 6th day of November, 1979, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of AMERICAN AUTOMOBILE INSURANCE COMPANY the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by li order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO

CERTIFICATE

Susie K. Gilbert
Notary Public

ss.

I, the undersigned, Assistant Secretary of AMERICAN AUTOMOBILE INSURANCE COMPANY, a MISSOURI Corporation, DO HER CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 30th day of April, 1979



Jeffrey S. Wilson
Assistant Secretary



SURETY BOND
INCREASE OR DECREASE PENALTY RIDER

Premium \$ _____

Description of Bond Reclamation Bond

Bond No. 1

Know all men by these present that we, Continental Lime, Inc.
Principal,
and American Automobile Insurance Company, Surety,
in favor of the State of Utah, Division of Oil, Gas and Mining & U.S. Dept. of Interior, Obligees,
do hereby, jointly and severally, change the penal amount of this bond from Seven Hundred Thirty-Eight Thousand Seven
Hundred Seventy-Two and No/100 - - - - - dollars (\$ 738,772.00) to
Nine Hundred Seven Thousand Nine Hundred Fifty-Five and No/100 - - - - - dollars (\$ 907,955.00),
effective from the 15th day of April, 19 97.

The continuity of coverage under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the said
Principal and Surety shall not exceed the amount of liability assumed at the time the act and/or acts of default were committed and in no event shall such
liability exceed the larger of the above mentioned sums.

Signed and sealed this 21st day of April, 19 97
This power of attorney is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of AMERICAN
AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held on the 15th day of September, 1966, and said Resolutions are hereby
amended or repealed.

ACCEPTED:

The above is hereby agreed to and accepted:

UTAH DIVISION OF OIL, GAS AND MINING
U. S. DEPT. OF INTERIOR, BUREAU OF LAND

OBLIGEE

MANAGEMENT

CONTINENTAL LIME, INC.

PRINCIPAL

VICE PRESIDENT

By: _____
TITLE

Attest: _____
TITLE

AMERICAN AUTOMOBILE INSURANCE COMPANY

SURETY

By: Shirley Rivera
Shirley Rivera, ATTORNEY IN FACT

AMERICAN AUTOMOBILE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN AUTOMOBILE INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Missouri, and having its principal office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

---SHIRLEY RIVERA---

DENVER, COLORADO

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of AMERICAN AUTOMOBILE INSURANCE COMPANY now in full force and effect.

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held on the 16th day of September, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, AMERICAN AUTOMOBILE INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 6th day of November, 19 79.



AMERICAN AUTOMOBILE INSURANCE COMPANY

By

William W. Lauber

Vice-President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

On this 6th day of November, 1979, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of AMERICAN AUTOMOBILE INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

Susie K. Gilbert

Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

I, the undersigned, Assistant Secretary of AMERICAN AUTOMOBILE INSURANCE COMPANY, a MISSOURI Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco, Dated the 21st day of April, 19 97.

Jeffrey S. Wilson

Assistant Secretary

GENERAL
POWER OF
ATTORNEY



**FIREMAN'S FUND
INSURANCE COMPANIES**

AMERICAN AUTOMOBILE INSURANCE COMPANY

SURETY BOND

INCREASE OR DECREASE PENALTY RIDER

Premium \$

Description of Bond Reclamation Bond

Bond No. 0000000000

Know all men by these present that we, Continental Lime, Inc., Principal,
and American Automobile Insurance Company, Surety,
in favor of the State of Utah, Division of Oil, Gas and Mining & U. S. Dept. of Interior, Obligees,
do hereby, jointly and severally, change the penal amount of this bond from Three Hundred Thirty Thousand Four Hundred and
No/100 dollars (\$30,400.00) to
Seven Hundred Thirty-Eight Thousand Seven Hundred Seventy-Two and No/100 dollars (\$738,772.00),
effective from the 5th day of February, 1997.

The continuity of coverage under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the said
Principal and Surety shall not exceed the amount of liability assumed at the time the act and/or acts of default were committed and in no event shall such
liability exceed the larger of the above mentioned sums.

Signed and sealed this 5th day of February, 1997.

Section 31. Authority. The Authority of such Resolution, American Automobile Insurance Company, and Agents shall be as prescribed in the margin, evidencing their appointment, and
this power of attorney is granted pursuant to Article IV, Section 30 and 31 of By-Laws of AMERICAN AUTOMOBILE INSURANCE COMPANY.

ACCEPTED:

The above is hereby agreed to and accepted:
UTAH DIVISION OF OIL, GAS AND MINING
U. S. DEPT. OF INTERIOR, BUREAU OF LAND
OBLIGEE MANAGEMENT

By: _____
TITLE

Attest: _____
TITLE

CONTINENTAL LIME, INC.
PRINCIPAL
By: Vice President
TITLE

AMERICAN AUTOMOBILE INSURANCE COMPANY
SURETY
By: Shirley Rivera
Shirley Rivera ATTORNEY IN FACT

360717-4-78

GENERAL
POWER OF
ATTORNEY

AMERICAN AUTOMOBILE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN AUTOMOBILE INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Missouri, and having its principal office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

---SHIRLEY RIVERA---

DENVER, COLORADO

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of AMERICAN AUTOMOBILE INSURANCE COMPANY now in full force and effect.

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held on the 16th day of September, 1966, and said Resolution has not been amended or repealed:

RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation.

IN WITNESS WHEREOF, AMERICAN AUTOMOBILE INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 6th day of November, 19 79.



AMERICAN AUTOMOBILE INSURANCE COMPANY

By

William W. Lauber

Vice-President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

ss.

On this 6th day of November, 19 79, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of AMERICAN AUTOMOBILE INSURANCE COMPANY, the Corporation described in and which executed the above instrument: that he knows the seal of said Corporation: that the seal affixed to the said instrument is such corporate seal: that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert

Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

ss.

I, the undersigned, Assistant Secretary of AMERICAN AUTOMOBILE INSURANCE COMPANY, a MISSOURI Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 5th day of February, 19 97.



Jeffrey S. Wilson

Assistant Secretary



**FIREMAN'S FUND
INSURANCE COMPANIES**

AMERICAN AUTOMOBILE INSURANCE COMPANY

RECEIVED
OCT 06 1995

**SURETY BOND
INCREASE OR DECREASE PENALTY RIDER
REBECCA K. HENDERSON
DIV. OF OIL, GAS & MINING**

Description of Bond Reclamation Bond

Bond No. _____

Know all men by these present that we, Continental Lime Inc.

and AMERICAN AUTOMOBILE INSURANCE COMPANY, a subsidiary of Fireman's Fund Insurance Company, Principal,
in favor of State of Utah, Department of Natural Resources, Surety,

do hereby, jointly and severally, change the penal amount of this bond from Two hundred ninety three thousand one hundred and no/100-----, Obligees,

Three hundred thirty thousand four hundred and no/100----- dollars (\$ 293,100.00) to

Three hundred thirty thousand four hundred and no/100----- dollars (\$ 330,400.00),

effective from the 31st day of August, 19 95

The continuity of coverage under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the said Principal and Surety shall not exceed the amount of liability assumed at the time the act and/or acts of default were committed and in no event shall such liability exceed the larger of the above mentioned sums.

Signed and sealed this 13th day of September, 19 95

ACCEPTED:

The above is hereby agreed to and accepted:

State of Utah/Dept. of Natural Resources

OBLIGEE

Continental Lime Inc.

PRINCIPAL

By: _____
TITLE _____

Attest: _____
TITLE _____

AMERICAN AUTOMOBILE INSURANCE COMPANY, a
subsidiary of Fireman's Fund Insurance Company

By: Rebecca K. Henderson
Rebecca K. Henderson ATTORNEY IN FACT

360717-4-78

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN AUTOMOBILE INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Missouri, and having its principal office in the County of St. Louis, State of Missouri, has made, constituted and appointed, and does by these presents make, constitute and appoint

--- REBECCA K. HENDERSON ---

DENVER, CO

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of AMERICAN AUTOMOBILE INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, AMERICAN AUTOMOBILE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 15th day of February, 1991.



AMERICAN AUTOMOBILE INSURANCE COMPANY

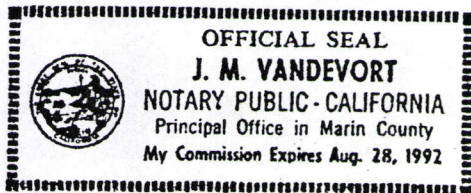
By [Signature]
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 15th day of February, 1991, before me personally came R. D. Farnsworth, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of AMERICAN AUTOMOBILE INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



[Signature]
Notary Public

CERTIFICATE

ss.

STATE OF CALIFORNIA
COUNTY OF MARIN

I, the undersigned, Resident Assistant Secretary of AMERICAN AUTOMOBILE INSURANCE COMPANY, a MISSOURI Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 13th day of September, 1995.



[Signature]
Resident Assistant Secretary

ATTACHMENT B

JAR FORM 6
Joint Agency Bonding Form

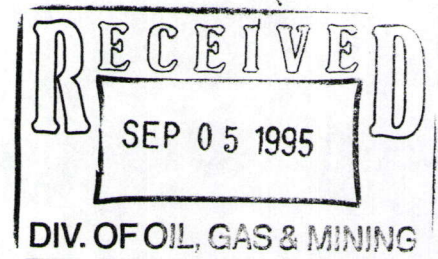
(April 8, 1993)

Bond Number _____
Permit Number M/027/006
Mine Name Cricket Mtn. Quarry

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

THE MINED LAND RECLAMATION ACT

SURETY BOND



The undersigned CONTINENTAL LIME INC. as Principal,
and AMERICAN AUTOMOBILE INSURANCE COMPANY
a subsidiary of Fireman's Fund Insurance Company as Surety, hereby jointly and severally
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of
Utah, Division of Oil, Gas and Mining, and U.S. Dept. of Interior, Bureau of Land Management
in the penal sum of Two hundred ninety three thousand one hundred dollars (\$ 293,100.00).

Principal has estimated in the Mining and Reclamation Plan approved by the
Division of Oil, Gas and Mining on the 29TH day of NOVEMBER, 19 79, that 142.9
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date: August 18, 1991

CONTINENTAL LIME INC.

Principal (Permittee)

WAYNE J. WAGNER

By (Name typed):

William E. Dodge

Title:

V.P. FINANCIAL + CFO
Executive V.P. & COO

Signature: [Signature]

Date: August 31, 1995

AMERICAN AUTOMOBILE INSURANCE COMPANY
a subsidiary of Fireman's Fund Insurance Company
Surety

By: (Name Typed) Rebecca K. Henderson

Title: ATTORNEY-IN-FACT

Signature: Rebecca K. Henderson

Page 3
MR-6
Joint Agency Surety Bond
Attachment B

Bond Number
Permit Number M/027/006
Mine Name Cricket Mtn. Quarry

SO AGREED this 25th day of October, 1995.



Dave D. Lauriski, Chairman
Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

STEVEN H. GILBERT, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) OFFICER of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed: Steven H. Gilbert
Surety Officer

Title: Asst. Vice-President

Subscribed and sworn to before me this 31 day of July, 19 95.



Penny Jill Pike
Notary Public
Residing at: 7535 E. Hampden Ave.
Denver, CO 80231

My Commission Expires:

8-8, 19 95

GENERAL
POWER OF
ATTORNEY

AMERICAN AUTOMOBILE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN AUTOMOBILE INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Missouri, and having its principal office in the County of St. Louis, State of Missouri, has made, constituted and appointed, and does by these presents make, constitute and appoint

--- REBECCA K. HENDERSON ---

DENVER, CO
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of AMERICAN AUTOMOBILE INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, AMERICAN AUTOMOBILE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 15th day of February, 1991.



AMERICAN AUTOMOBILE INSURANCE COMPANY

By

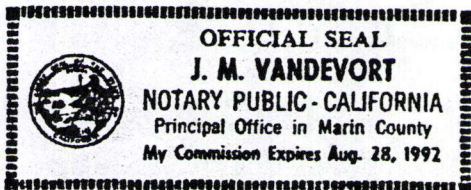
R. D. Farnsworth
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 15th day of February, 1991, before me personally came R. D. Farnsworth, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of AMERICAN AUTOMOBILE INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



J. M. Vandevort
Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of AMERICAN AUTOMOBILE INSURANCE COMPANY, a MISSOURI Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 31st day of August, 1995.



Leatha E. Anstey
Resident Assistant Secretary